

Poinsett Corners Condominium Owners Association Rules and Regulations

Adopted November 2005
Amended August 2009

These Rules and Regulations have been adopted by your Board of Directors as prescribed by the Master Deed. They are intended for the purpose of enhancing the value of our property and the quality of living at Poinsett Corners. As the need may arise, they are subject to further amendment by the Board of Directors. All owners must be familiar with the Rules and Regulation and ensure that tenants receive a copy of this document, and comply with all Rules, Regulations, and Articles of the Master Deed and Bylaws (Refer to Article VIII, Section 8.17 of the Declaration).

Each owner is responsible for the proper conduct of members of their family, guests, renters, pets and service personnel. Owners should be certain that they understand and observe all rules and regulations.

I. General Appearance

A. Common Areas/Grounds

1. Common areas must be maintained consistently with relevant municipal codes. The Association will not be responsible for personal items placed or left in the common areas. The Board of Directors will resolve issues regarding common areas on a case by case basis.

2. No trees, bushes or other landscaping materials are to be altered or removed from the common property except under the auspices of the Board of Directors or its sanctioned landscape committee.
3. Smoking in the common areas is prohibited.
4. A move-in fee of \$250 will be levied each time a new owner or renter moves into a residential unit. In addition, the cost of repairing what is determined to be excessive damage to the common areas will be the responsibility of the owner and will be charged back to him.

B. Balconies

1. Balconies must be kept neat, well maintained, and in a good state of repair.
2. All balconies must be free of debris as well as ladders, mops, brooms, laundry, clothing, and personal items. Discarded furniture must not be stored on patios/decks.
3. No cooking grills may be placed or used on any balconies.
4. Outdoor furniture should be tasteful and be in keeping with the overall appearance of the building. The Board of Directors will have final approval.
5. No string lighting may be displayed from any balcony nor is lighting allowed to be permanently installed to the exterior of the building.

C. Eyesores

1. Under no circumstance is garbage or trash to be placed outside any unit – hallways or on balconies – with intention of later removal.
2. Littering of any kind is not allowed.
3. No sign, advertisement, notice, or lettering shall be placed outside a residential Unit, be visible from inside a residential unit or on the common areas in accordance with Article VIII, section 8.15 of the Declaration.
4. No exterior antennae or satellite dishes for television or radio may be attached to any part of the property.
5. Yard or public sales of any kind are not permitted on the property.
6. No curtains, draperies or any other type of window covering shall be installed or hung in any window of any Unit unless they have a white lining or backing on the side exposed to the window. No storm windows shall be installed in any Unit. (Article VIII, Section 8.13 of the Declaration).

7. Only holiday wreaths are permitted to be hung from the interior Unit door during the holiday season.
8. Unit doors cannot be painted a different color without written approval of the Board of Directors.
9. Welcome mats or rugs cannot be placed outside Unit entrance door.
10. No personal items are allowed to be placed in the common areas without approval of the Board of Directors.

II. Structural Changes. Exterior Changes and Additions

Neither the Association nor any Owner shall make any structural changes, exterior changes or additions to any Unit or Common Elements, unless and except in compliance with the following requirements:

- A. Common Elements. Any changes or additions to the Common Elements shall require the affirmative vote of sixty-seven (67%) percent of the total Unit votes, and not less than fifty-one (51%) percent of the Mortgagees, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws.
- B. Units. Any such change or addition to a Unit sought by owner shall require the affirmative vote of sixty-seven (67%) percent of the total Unit votes, and not less than fifty-one (51%) percent of the Mortgagees, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws.

III. Soliciting

Soliciting is prohibited. Should soliciting occur, it should be reported to the Property Manager.

IV. Safety

- A. The shooting of firearms or fireworks of any kind is prohibited.
- B. Owners will be held responsible for vandalism or damage to property caused by their actions or the actions of their child, guest or renter.
- C. Exterior doors are to remain locked at all times. Propping open of exterior doors or blocking any portion of the common area is not allowed.
- D. The Unit owner or resident is responsible for all non-resident access into the building. Proximity devices given or loaned to non-residents may be deactivated by the Property Manager if there is reason to believe safety or security has been compromised.

V. Noise

- A. QUIET TIME must be observed in the building and on the property between the hours of 10:00 P.M. and 8:00 A.M.

- B. Stereos, televisions, or any other devices must be played at reasonable levels at all times, so as not to disturb neighbors or create a nuisance. No owner, resident or guest shall engage in disorderly conduct on the property or cause or condone any disturbance.

VI. Speed

- A. The maximum speed of vehicles in the parking facility is 5 MILES PER HOUR.

VII. Waste Disposal and Trash

- A. The trash chute located on each floor of the building is to be used only for bagged household trash. No boxes of any kind are allowed in the trash chute. If it is determined that a resident has placed anything other than bagged household trash in the trash chute, a \$50 fine per occurrence may be assessed.
- B. The owner is responsible for the removal from the property of all old appliances, moving boxes, carpet, padding, etc.
- C. Unless posted to do so, trash cannot be left outside the chute.

VIII. Animals (Items A through F refer to Article VIII, Section 8.10 of the Declaration)

- A. No animals, livestock, or pets of any kind shall be kept, bred, raised or maintained on the Property or in any Unit, except that dogs, cats, birds, and other small common household pets may be kept or maintained in Residential Units, provided that they are not kept or maintained for commercial purposes, do not constitute nuisances, are kept on leashes while outdoors, and do not cause unsanitary conditions.
- B. No potbellied pigs, snakes, Pit Bulldogs, Rottweiler's, Doberman Pinschers, or other animals determined by the Board, in its sole discretion from time to time, to be dangerous or nuisances may be brought onto or kept on the Property or in any Unit at any time.
- C. No pet shall be permitted upon the Common Elements unless carried or leashed by a person who can control the pet.
- D. Pets shall not be permitted to defecate or urinate in the Common Elements, and each Owner shall clean up immediately should his pet defecate in the Common Elements. Owners of pets that injure common landscaping may be assessed for damages.
- E. All pets shall be registered and inoculated as required by law.
- F. If any Owner violates these rules more than twice in any twelve (12) month period, then in addition to any fines provided in the Bylaws, the Association shall have the right to require the Owner to remove the pet permanently from the Property.
- G. Residents are limited to two common household pets per unit. Pet size is restricted to no more than 30 pounds per pet. The Board of Directors has the authority to approve an exception.
- H. Pets are prohibited in Residential Units under a Lease Agreement.

IX. Regime Fee

- A. A regime fee is due to the Management Company by the first of each month. If not paid within thirty (30) days after the due date such fee shall be delinquent and shall bear a late charge of \$50.00 (Article X, Section 10.12 of the Declaration).
- B. Any owner more than sixty days delinquent in regime fees will have a lien placed against his/her unit. All legal and related expenses will be the responsibility of the Unit owner.

X. Leases (Refer to Article VIII, Sections 8.7 and 8.8 of the Declaration)

- A. No Residential Unit may be leased unless the Owner of the Residential Unit shall first have applied for and thereafter received from the Board a "Leasing Permit". A Leasing Permit is required for any rental agreement entered into between a lessee and the Residential Unit Owner. A Leasing Permit is NOT for a period of time, but rather for each individual rental agreement. An Administrative Fee of \$100.00 and a Move-In Fee of \$250.00 must accompany the submission of the Leasing Permit Application. Move-in and move-out dates must be scheduled with the Property Manager (N & H Enterprises).
- B. A Residential Owner's request for a Leasing Permit shall be approved so long as the current, outstanding Leasing Permits do not exceed thirty (30%) percent of the total Residential Units. No further Leasing Permits shall be issued except in cases of documented hardship as determined by the Board in its sole discretion.
- C. No lease shall be entered into with an individual less than twenty one (21) years of age, and no lease is valid for less than one (1) year.
- D. Pets are prohibited in residential units under a lease agreement.
- E. Subleasing of residential units under a lease agreement is prohibited.
- F. Any leases of both Commercial Units and Residential Units shall provide that the terms of the leases shall be subject and subordinate in all respects to the Condominium Documents and that any failure by the lessee to comply with all of the terms of such Condominium Documents shall constitute a default under the lease.
- G. A RESIDENTIAL OWNER FOUND TO BE IN VIOLATION OF THESE LEASING PROCEDURES IS SUBJECT TO A \$500 OR MORE FINE.

XI. Complaints

- A. Complaints are to be addressed in writing to the Property Manager. The Property Manager has the delegated authority to investigate and to respond to complaints on behalf of the Board.

XII. Notice Process and Sanctions

- A. Within three business days of becoming aware of and verifying a violation of any Rule, Regulation, or Article of the Declaration, the Property Manager will notify the owner, in writing,

of the violation(s). A copy of the notice shall be sent to the Unit address as well as to the Unit owner when the Unit is not occupied by the owner. Late regime fees will be addressed as stated in Section IX above.

- B. The owner shall have ten business days in which to comply or ensure compliance with all Rules, Regulations, and Articles of the Declaration. After ten business days, the Property Manager will serve a second written notice of the violation and a fine of \$10.00 per day will be assessed for each violation. Fines will be cumulative until such time that the owner, his/her family, guests, or tenants come into compliance with all Rules, Regulations, and Articles of the Declaration. If the violation creates a need for maintenance or repair of the Common Elements, the cost of such maintenance and repair shall be added to and become a part of the Unit owner's assessment in addition to the cumulative fines.
- C. After sixty days, legal action will be pursued for failure to remedy violations, to include action to evict non-compliant tenants. All legal and related expenses will be charged to the Unit owner.

XIII. Commercial Units

- A. Commercial unit exterior signage must be approved in writing by the Board of Directors in addition to the City of Greenville (Refer to Article VIII, section 8.15 of the Declaration). After City of Greenville has approved sign design, owner must submit City approval letter along with sign design to property manager's office. Design should dictate size and dimensions of sign, materials being used and how it would be affixed to the building. Please allow up to 30 days for the Board of Directors to review the design and make a decision. The Association is not responsible for any cost borne by the owner in the sign design process if the sign design is not approved by the Board of Directors.
- B. During any up fitting of any commercial units, access to common area electricity will be charged at a rate of \$100 per month.
- C. Commercial unit tenants or contractors working on their behalf must schedule any fire alarm or sprinkler testing through the Property Manager at least 72 hours in advance. The Property Manager must be present when testing is done at the tenant or contractor will pay the Property Manager \$75 an hour for any time required.
- D. Commercial unit tenants are not allowed to leave any trash or boxes in any common areas for any period of time.
- E. Due to the residential units located on the 4th floor of the building, improper placement of the HVAC unit can create a noise nuisance. Prior to installing your HVAC system, the location of the unit on the rooftop as well as the type of unit must be approved by the property manager in advance. This is in your best interest as well so you do not incur the cost of relocating the HVAC unit or replacing an inappropriate unit.

